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Southern District of New York
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA and the
STATES OF NEW YORK, CONNECTICUT
and MASSACHUSETTS *ex rel.* ZACHARY
WOLFSON,

Plaintiffs,

vs.

PARK AVENUE MEDICAL ASSOCIATES,
PARK AVENUE MEDICAL ASSOCIATES
P.C., PARK AVENUE MEDICAL
ASSOCIATES PLLC, PARK AVENUE
HEALTH CARE MANAGEMENT, LLC,
PARK AVENUE HEALTH CARE
MANAGEMENT, INC., BRAD
MARKOWITZ, MITCHELL KAPLAN,
DANIEL SUSSMAN and ANTONY
MENDOLA,

11 Civ. 5107 (CM)

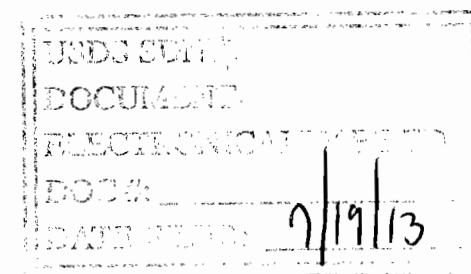
Defendants.

-----X
UNITED STATES OF AMERICA,

Plaintiff,

v.

PARK AVENUE MEDICAL ASSOCIATES,
PARK AVENUE MEDICAL ASSOCIATES
P.C., PARK AVENUE MEDICAL



ASSOCIATES PLLC, PARK AVENUE	:
HEALTH CARE MANAGEMENT, LLC,	:
PARK AVENUE HEALTH CARE	:
MANAGEMENT, INC.,	:
	:
Defendants.	:
	X

**STIPULATION AND ORDER OF SETTLEMENT AND RELEASE
BETWEEN UNITED STATES AND RELATOR**

WHEREAS, this Stipulation and Order of Settlement and Release (the “Relator Settlement Stipulation”) is entered into between the United States of America, by its attorney Preet Bharara, United States Attorney for the Southern District of New York (the “United States”), and relator Zachary Wolfson (“Relator”) through their authorized representatives (collectively the “Parties”);

WHEREAS, on or about July 25, 2011, Relator filed a *qui tam* action in the United States District Court for the Southern District of New York, captioned *United States of America, et al. ex rel. Zachary Wolfson v. Park Avenue Medical Associates, et al.*, 11 Civ. 5107 (CM), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Relator’s Action”);

WHEREAS on or about December 12, 2012, Relator filed an amended complaint;

WHEREAS, on March 5, 2013, the United States intervened in the action and filed a complaint-in-intervention (the “Federal Complaint”);

WHEREAS, the United States and Defendants Park Avenue Medical Associates, P.C., Park Avenue Health Care Management, LLC, and Park Avenue Health Care Management, Inc. (collectively “Defendants”) entered into a Stipulation and Order of Settlement and Dismissal on or about July 9, 2013 (“Settlement Agreement”) agreeing to resolve, among other matters, the allegations in the Federal Complaint;

WHEREAS, the Relator has asserted that, pursuant to 31 U.S.C. § 3730(d)(1), he is entitled to receive a portion of the Settlement Amount (the “Relator’s Claim”); and

WHEREAS, the Parties hereto mutually desire to reach a full and final compromise of the Relator’s Claim against the United States for a portion of the Settlement Amount pursuant to the terms set forth below.

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations in this Relator Release Stipulation, and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Contingent upon receipt by the United States, and within a reasonable time period thereafter, of each payment due to the United States from Defendants pursuant to Schedule A of the Settlement Agreement, the United States will pay Relator, c/o Brett Joshpe, Esq. as attorney for Relator, twenty percent (20%) of each such payment according to written instructions provided by Mr. Joshpe. The obligation to make these payment to the Relator is expressly conditioned on, and arises only with, the receipt by the United States of each payment required by the Settlement Agreement. In the event that Defendants fail to make any payment required by that Agreement, the United States shall have no obligation to make a payment to the Relator.

2. Relator agrees that this settlement is fair, adequate, and reasonable under all circumstances, and will not challenge the Settlement Agreement, including but not limited to the Settlement Amount, pursuant to 31 U.S.C. § 3730(c)(2)(B), and expressly waives the opportunity for a hearing on any such objection, pursuant to 31 U.S.C. § 3730(c)(2)(B).

3. In agreeing to accept payment of the Relator's Share, and upon payment thereof, Relator Zachary Wolfson, for himself and his heirs, successors, attorneys, agents and assigns, releases and is deemed to have released and forever discharged the United States, its agencies, officers, employees, servants, and agents from any claims pursuant to 31 U.S.C. § 3730 for a share of the Settlement Amount, and from any and all claims against the United States, its agencies, officers, employees, servants, and agents arising from or relating to the filing of the Relator's Action or the Federal Complaint.

4. This Relator Settlement Stipulation does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this Relator Settlement Stipulation.

5. The United States and the Relator agree that if the Settlement Agreement between the United States and the Defendants is held by a court not to be "fair, adequate, and reasonable," this Relator Settlement Stipulation is null and void.

6. This Relator Settlement Stipulation shall inure to the benefit of and be binding only on the Parties, their successors, assigns and heirs.

7. This Relator Settlement Stipulation shall become final, binding, and effective only upon entry by the Court.

8. This Relator Settlement Stipulation constitutes the entire agreement of the United States and the Relator with respect to the subject matter of this Relator Settlement Stipulation and may not be changed, altered, or modified, except by a written agreement signed by the United States and the Relator specifically referring to this Relator Settlement Stipulation.

9. This Relator Settlement Stipulation is effective on the date that this stipulation is entered by the Court.

10. This Relator Settlement Stipulation may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

Dated: New York, New York

July 9, 2013

PREET BHARARA
United States Attorney for the
Southern District of New York
Attorney for Plaintiff
United States of America

By:

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Dated: New York, New York

July 9, 2013

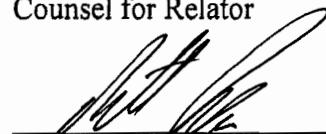
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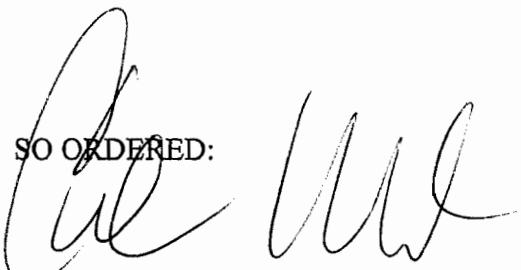
Zachary Wolfson, Relator

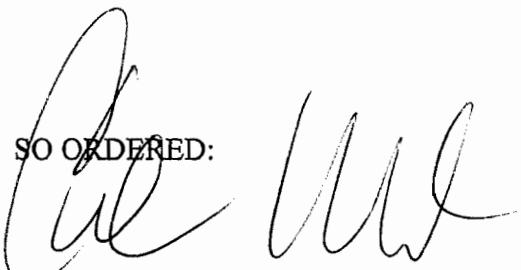
Dated: New York, New York
July 9, 2013

Counsel for Relator

By:


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New York, NY 10018
(917) 828-6237


SO ORDERED:


HONORABLE COLLEEN MCMAHON, U.S.D.J.

7/18/2013